

Data Mountain Solutions' (DMS) Service Level Agreement

This DMS Service Level Agreement ("SLA") is a policy governing the use of the DMS DNSSEC Full and Self-Signing service, and the DMES email service under the terms of the Data Mountain Solutions, Inc. Terms & Conditions (the "DMS Agreement"). This SLA applies separately to each account using DMS. Unless otherwise provided herein, this SLA is subject to the terms of the DMS Agreement and capitalized terms will have the meaning specified in the DMS Agreement. We reserve the right to change the terms of this SLA in accordance with the DMS Agreement.

Service Commitment

DMS will use commercially reasonable efforts to make DMS services and support available with a Monthly Uptime Percentage (defined below) of at least 99.9% during any monthly billing cycle. In the event DMS does not meet the service commitment, the customer will be eligible to receive a Service Credit as described below.

Definitions

- "Error Rate" means: (i) the total number of internal server errors returned by DMS as error status "InternalError" or "ServiceUnavailable" divided by (ii) the total number of requests during that five minute period. We will calculate the Error Rate for each DMS account as a percentage for each five minute period in the monthly billing cycle. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the DMS SLA Exclusions (as defined below).
- "Monthly Uptime Percentage" is calculated by subtracting from 100% the average of the Error Rates from each five minute period in the monthly billing cycle.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible DMS account.
- "Downtime" or "Outage" means there is more than a five percent user error rate. Downtime or Outage is measured based on server side error rate.

Priorities and Response Times

The DMS HelpDesk will use the following guidelines in prioritizing requests and will strive to begin working on the problem within the target timeframe. Actual response times may be shorter or longer depending on the volume of requests at any one time or the severity of the issue.

Priority	Criteria	Target Response Time*
1	Affects more than three individuals; or is mission critical and there is no workaround available. Examples: E-Mail services are not functional; DNSSEC and domain monitoring disabled or down.	Will call or page technicians for immediate response, maximum of 3 hours down

		time.
2	Affects fewer than three people, not mission critical & workarounds available.	Initial response within 24 hours, maximum of three working days.
3	No affect on productivity, or unsupported software.	Best effort as time allows.

* Target Response Time is defined as the time between receipt of the call and the time than a Micro Support Team member begins working on the problem. Due to the wide diversity of problems that can occur, and the methods needed to resolve them, response time IS NOT defined as the time between the receipt of a call and problem resolution.

Service Credits

Service Credits are calculated as a percentage of the total charges paid by you for DMS for the billing cycle in which the error occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.9%	10%
less than 99%	25%

We will apply any Service Credits only against future DMS payments otherwise due from you; provided that, we may issue the Service Credit to the credit card that you used to pay for DMS for the billing cycle in which the error occurred, or by DMS corporate check or wire. Service Credits shall not entitle you to any refund or other payment from DMS for any setup and/or consulting fees provided by DMS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the DMS Agreement, your sole and exclusive remedy for any unavailability or non-performance of DMS or other failure by us to provide DMS is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA or termination of your use of DMS.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a request by sending an e-mail message to support@datamtn.com. To be eligible, the credit request must (i) include your account number in the subject of the e-mail message (the account number can be found at the top of the DMS Account Activity page); (ii) include, in the body of the e-mail, the dates and times of each incident of non-zero Error Rates that you claim to have experienced; (iii) include your server request logs that document the errors and corroborate your claimed outage/downtime (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us and is less than 99.9%, then we will issue the Service Credit to you within one billing cycle following the month in which the error occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

DMS SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of DMS, or any other DMS performance issues: (i) that result from a suspension described in the DMS Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of DMS ; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of your right to use DMS in accordance with the DMS Agreement (collectively, the “DMS SLA Exclusions”). If availability is impacted by factors other than those used in our calculation of the Error Rate, we may issue a Service Credit considering such factors in our sole discretion.